

JS-6

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

FLUMGIO TECHNOLOGY, INC., a
California corporation,

Plaintiff,

v.

LA CARBONELLA WHOLESALE, a
California corporation;
M. MUTAZ AL AYOUN
ALDABBAGH, an individual; and
DOES 1-10, inclusive,

Defendants.

Case No. 8:22-cv-01469-JWH-ADS

JUDGMENT

Pursuant to the “Order Regarding Plaintiff’s Motion for Default Judgment [ECF No. 23]” entered substantially contemporaneously herewith, and in accordance with Rule 55 and 58 of the Federal Rules of Civil Procedure,

It is hereby **ORDERED, ADJUDGED, and DECREED** as follows:

1. This Court possesses subject matter jurisdiction over the above-captioned action pursuant to 28 U.S.C. § 1331.

2. Fictitiously named Defendants Does 1-10 are **DISMISSED**.

3. Defendant M. Mutaz Al Ayoun Aldabbagh is **DISMISSED**.

4. Plaintiff Flumgio Technology, Inc. (“Flumgio”) shall have **JUDGMENT** in its **FAVOR**, and **AGAINST** Defendant La Carbonella Wholesale (“La Carbonella Wholesale”) in the total amount of **\$21,575.92**, calculated as follows:

a. damages in the amount of \$17,500.00;

b. prejudgment interest from September 24, 2022, to February 20, 2024, at a rate of 6% *per annum* (\$2.88 per day), for a total of \$1,480.32;

c. attorneys’ fees in the amount of \$1,650.00; and

d. litigation costs in the amount of \$945.60.

5. La Carbonella Wholesale is **ENJOINED** from further use of Flumgio’s “FLUM” mark, including La Carbonella Wholesale’s infringing “NENO FLUM” marks, as follows:

a. Flumgio is the owner of all rights in and to trademark registration for the “FLUM” mark (the “Trademark”) in connection with the sale of flavored electronic cigarette liquid products.

b. La Carbonella Wholesale is using a mark—the infringing “NENO FLUM” mark—confusingly similar to Flumgio’s Trademark, in connection with the importation, manufacture, distribution, sale, and

1 offer for sale of flavored electronic cigarette liquid products (the
2 “Infringing Products”).

3 c. La Carbonella Wholesale has intentionally and falsely
4 advertised its Infringing Products, which consist of electronic cigarette
5 liquid products with infringing “NENO FLUM” marks, in interstate
6 commerce, which actually deceived or had the tendency to deceive the
7 public, thereby injuring Flumgio.

8 d. La Carbonella Wholesale and its agents, servants, employees,
9 and all persons in active concert and participation with them who receive
10 actual notice of this injunction are hereby **RESTRAINED** and
11 **ENJOINED** from infringing Flumgio’s Trademark, either directly or
12 contributorily, in any manner, including generally, but not limited to,
13 manufacturing, reproducing, importing, advertising, selling, or offering
14 for sale any product that features any of the infringing “NENO FLUM”
15 marks, and, specifically:

16 i. importing, manufacturing, distributing, advertising,
17 selling, or offering for sale the Infringing Product or any other
18 unauthorized products that picture, reproduce, copy, or use the
19 likenesses of or bear a substantial similarity to Flumgio’s
20 Trademark, including by way of the infringing “NENO FLUM”
21 mark;

22 ii. importing, manufacturing, reproducing, distributing,
23 advertising, selling, or offering for sale in connection thereto any
24 unauthorized promotional materials, labels, packaging, or
25 containers that picture, reproduce, copy, or use the likenesses of or
26 bear a confusing similarity to Flumgio’s Trademark;

27 iii. engaging in any conduct that tends falsely to represent
28 that, or that is likely to confuse, mislead, or deceive purchasers, La

1 Carbonella Wholesale's customers, or members of the public to
2 believe that, the actions of La Carbonella Wholesale, the Infringing
3 Products, and related merchandise manufactured, sold, or offered
4 for sale by La Carbonella Wholesale, or La Carbonella Wholesale
5 itself is connected with Flumgio, are sponsored, approved, or
6 licensed by Flumgio, or are affiliated with Flumgio;

7 iv. affixing, applying, annexing, or using in connection
8 with the importation, manufacture, distribution, advertising, sale,
9 or offer for sale or other use of any goods or services, a false
10 description or representation, including words or other symbols,
11 tending falsely to describe or represent such goods as being those of
12 Flumgio;

13 v. secreting, destroying, altering, removing, or otherwise
14 dealing with the Infringing Product or any books or records that
15 may contain any information relating to the importing,
16 manufacturing, producing, distributing, circulating, selling,
17 marketing, offering for sale, advertising, promoting, or displaying of
18 all unauthorized products that infringe Flumgio's Trademark;

19 vi. aiding, abetting, contributing to, or otherwise assisting
20 anyone from infringing upon Flumgio's Trademark; and

21 vii. engaging in any of the aforesaid prohibited activities
22 over the Internet.

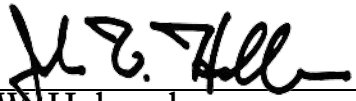
23 e. Any third-party merchant in privity with La Carbonella
24 Wholesale with actual notice of this Judgment shall, within two (2)
25 business days of their receipt of this Judgment, terminate any business
26 relationship with La Carbonella Wholesale related to the Infringing
27 Products, including accounts used by La Carbonella Wholesale or related
28 to La Carbonella Wholesale that offer or sell counterfeit or infringing

1 goods using Flumgio's Trademark; forfeit any Infringing Products; and
2 provide to Flumgio all identifying and contact information for such
3 accounts, all sales history, and all associated financial information, as well
4 as all addresses used for the return of product by such accounts.

5 6. To the extent that any party requests any other form of relief, such
6 request is **DENIED**.

7 **IT IS SO ORDERED.**

8
9 Dated: February 20, 2024



John W. Holcomb
UNITED STATES DISTRICT JUDGE